

SERIAL 10159 IGA CONVENTIONAL FILM/X-RAY PRODUCTS AND ACCESSORIES, GC-647

DATE OF LAST REVISION: December 30, 2010 CONTRACT END DATE: December 31, 2013

**CONTRACT PERIOD BEGINNING JANUARY 01, 2011
ENDING DECEMBER 31, 2013**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for CONVENTIONAL FILM/X-RAY PRODUCTS AND
ACCESSORIES, GC-647**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the **BROADLANE Contract GM-799**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 8980001.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

Contract Launch Package

Description: Radiology Distribution Services

Contract: GM-799 (National)

Vendor: SOURCEONE HEALTHCARE
TECHNOLOGIES

Effective/Expiration Date 1/1/2011 - 12/31/2013

Discipline Radiology

Contract Source Type Multi Source

Agreement Type Non-Exclusive

Eligibility - Classes of Trade All

Value Statement

Merry X-Ray Chemical Corporation distributes medical imaging equipment, supplies, accessories and service in the United States. Their capabilities extend far beyond supplying barium, film, chemistry, contrast media, radiology protection devices, processors, darkroom accessories, imaging capital equipment and service, and other products essential to the radiographic area of the healthcare system. The company delivers national distribution through its fleet of vehicles and network of distribution centers, comprehensive supply chain management and unparalleled service from its highly trained team of professional field service engineers.

The contract offers a single tier of pricing which is an improvement over the previous agreement (90% commitment requirement). A Letter of Participation (LOP) is required in order to access the agreement, however, any customer meeting its applicable LOC requirements under GM-543 as of the last day of its term will be treated as if it has executed an LOP under this agreement.

Additional benefits of the contract include:

- Imaging Capital Equipment Including Digital X-Ray, PACS, and RIS
- Imaging Equipment Services
- Radiology Protection Devices
- General Radiology Imaging Accessories
- Scrap film and chemistry waste disposal services

Category Summary

Category	Awarded Supplier	Contract Number	Effective Date	Expiration Date
Radiology Distribution Services	NATIONAL HEALTHCARE DISTRIBUTORS INC	GN-354	1/1/2011	12/31/2013
Radiology Distribution Services	CAPITAL XRAY INC	GC-647	1/1/2011	12/31/2013

Contract Highlights

Contract Term	1/1/2011-12/31/2013
Contract Source Type	Multi Source
Agreement Type	Non-Exclusive
Key End Users	Director of Materials Management, Director of Radiology
Replaced Contract(s)	MERRY X-RAY CO - GM-543 N & P DIAGNOSTICS INC - GN-279
Contract Key Terms	General Radiology Imaging Accessories, Imaging Capital Equipment and Service, Medical Film, Radiology Protection Devices, Barium, Chemistry for Film Development, Contrast Media
Eligibility - Classes of Trade	All
Guaranteed Supply	If Distributor fails to perform its obligations regarding Distributor's duty to make each Product available or regarding the sale of any Product, then the affected Customer may purchase a Competing Product. Distributor must give Broadlane and each affected Customer reasonable notice if Distributor is unable to distribute a Product to all of Distributor's customers.
Tier Structure	Base Price - Base Price
Commitment Requirements	Any Customer meeting its applicable LOC requirements under GM-543 as of the last day of its term will be treated as if it has executed a LOP under this Agreement.
Price Protection Terms	<p>Mark-ups</p> <p>Distributor must not increase fees and mark-ups during the Term.</p> <p>Equipment Mark-Up</p> <p>Distributor must sell Broadlane Contracted Equipment identified on Exhibit A-2 as Contracted on Separate Agreement at either: (a) the Broadlane contracted price plus an additional markup of 10%; or (b) at the Distributor's negotiated contract price, whichever provides the lowest total cost to the Customer. If Distributor determines that the 10% markup is insufficient to cover its total cost to deliver and install particular Broadlane Contracted Equipment, then the Distributor may add those additional costs to its formal quote to the applicable Customer for the Broadlane Contracted Equipment with a reasonable explanation for the additional costs. As part of the sales process, Distributor must use best efforts to verify the Broadlane contract price for any Broadlane Contracted Equipment.</p> <p>Contracted Products</p> <p>Except for Distributor's fees, rebates, and mark-ups, the purchase price of any Contracted Product must be the price for that Contracted Product agreed to between Broadlane and the applicable Supplier. Distributor must not increase the contracted price for any Contracted Product. Distributor may propose an increase in its distribution fee or mark-ups on Contracted Product prices if costs or fees charged Distributor by Supplier increase, or if Supplier changes its terms of compensation to Distributor, provided that: (i) for increases in distribution fees or mark-ups based on increased costs or fees charged by Suppliers, (ii) Distributor notifies Broadlane of the proposed change and effective date at Distributor's earliest opportunity after notification from the Supplier, but not less than 30 days prior to the</p>

effective date of the proposed change, (iii) Distributor provides Broadlane with documentation of the change by Supplier, and (iv) the proposed change resulting from a Supplier's increase in costs and fees related to any Contracted Product must not result from a change to the packaging or to an incidental (i.e., non-functional) feature of the Products;

Non-Contracted Product

Distributor may propose an increase in the price, distribution fee or mark-ups of any Non-Contracted Product if the prices, costs or fees charged Distributor by Supplier change, or if Supplier's terms of compensation to Distributor are changed, provided that: (i) Distributor notifies Broadlane of the proposed change and effective date at Distributor's earliest opportunity after notification from the Supplier, but not less than 30 days prior to the effective date of the proposed increase, (ii) Distributor's proposed price or cost increase does not exceed the amount of Supplier's actual increase in price or cost (after chargebacks and reimbursements) to Distributor, (iii) Distributor provides Broadlane with documentation of the change by Supplier, and (iv) the increase in price, distribution fee or mark-up of any Non-Contracted Product must not result from a change to the packaging or to an incidental feature of that Non-Contracted Product.

Payment Terms

For all Non-Capital Equipment Products, a Customer must pay for an ordered Product within 30 days after the Customer's receipt of the invoice. For all Capital Equipment Products, there is no down payment due upon ordering the Equipment, but a Customer must pay (a) 80% of the Equipment's purchase price upon delivery of the Equipment to the Delivery Location, and (b) 20% of the Equipment's purchase price upon acceptance of the Equipment. Distributor may enforce its reasonable distribution reductions or finance fees and/or policies for delinquent payments for any Customer with delinquent balances.

Order Placement Instructions

General

Any Customer may place a purchase order for any Product through BroadLink or the Web-based Interface (if applicable), by telephone, fax, or through EOE directly through Distributor at:

Merry X-Ray/SourceOne
8020 Tyler Blvd.
Mentor, OH 44060-4825
www.merryxray.com
Telephone No.: 800-635-9729
Fax No.: 866-842-9089

Timing of Orders

Each Distribution Center must notify each Customer that it services of the Distribution Center's hours of operation during which a Customer may place an order. Any purchase order received by a Distribution Center after 12:00 noon (local) may be processed during the next Business Day.

Electronic Ordering, Invoicing, and Receipting Requirements

At no additional cost, Distributor must provide (a) all Products via an electronic

online catalog, and (b) access to each Customer to (i) EOE, and (ii) online invoicing, receipting, and order tracking, if feasible, based on Customer's EDI capabilities.

No Minimum Order Requirements

There are no minimum order requirements or fees for any Product order, but a Customer must place an order only in Distributor's standard sale unit of measure.

Price Disputes

As part of confirming each Product order, Distributor must verify the Product price. If a Customer disputes the accuracy of the quoted price, then Customer may request the shipment of the Product prior to resolution of the dispute, and Distributor may, in its sole discretion, agree to such request, acknowledging that the request does not constitute a waiver of the Customer's dispute of the quoted price. The parties may resolve the dispute pursuant to the procedures set forth on Exhibit J. Distributor must make its best effort to process the Customer's request for a credit within 10 days of the resolution of any dispute.

Delivery Terms

Delivery – Generally

All prices, fees, and markups are based on one scheduled delivery per week at no charge for Customers located within 50 miles of a Distributor distribution center and for facilities on the main island of Oahu, Hawaii. Actual freight will be prepaid and added as a separate line item on the invoice for those shipments overseas to Alaska, Puerto Rico, or any of the other Hawaiian Islands. Distributor must not charge any Customer any fees (a) relating to the back-hauling of any Product (i) among Distributor's facilities, or (ii) by a carrier that is an Affiliate of Distributor.

Delivery Location-Within 50 miles

Customers located within 50 miles of a Distributor distribution center will be charged a \$25 delivery fee added as a separate line item on the invoice, per delivery, for Products delivered outside of the schedule if delivered via Distributor's company vehicle, and actual freight charged if delivered in a non-company vehicle. If possible, Customer will be informed in advance of the freight charge for deliveries made in non-company vehicles.

Delivery to Locations Beyond 50 miles

Customers located beyond 50 miles of a Distributor distribution center will be charged a \$25 delivery fee added as a separate line item on the invoice, per delivery, for all Product deliveries in Distributor's company vehicle, or actual freight will be charged if delivered in a non-company vehicle. If possible, Customer will be informed in advance of the freight charged for deliveries made in non-company vehicles.

Delivery for Emergency-Ordered Products

Distributor must ship an emergency-ordered Product to the Delivery Location within 24 hours after Distributor's receipt of the Customer's order for the Product. Distributor may charge an amount equal to or less than the actual delivery cost as a separate line item on the invoice (a) for emergency delivery; (b) for special handling; (c) for special delivery packages; or (d) for delivery of any Product to Alaska, Hawaii, or Puerto Rico (excluding Oahu).

Distributor Error

If Distributor delivers the wrong Product to a Customer (i.e., a mis-pick), then (at no additional cost to the Customer) Distributor must deliver the correct Product in the next scheduled delivery. If the Customer informs Distributor of an emergency need for the correct Product, then the correct Product will be shipped by Distributor as soon as possible. Distributor must either (a) charge any Customer for the actual cost of the delivery of the correct Product (including drop shipping fees from the supplier or from another distribution center, etc.), or (b) count any special delivery of the correct Product as a regular delivery.

Back-Ordered Products

Upon receipt of any order, Distributor must notify the Customer as soon as reasonably possible if any Product is Back-Ordered. If any Product is Back-Ordered, then the Customer may, upon Distributor's approval, revise, alter or resubmit its Purchase Order to alter the original Purchase Order.

Back-Ordered Products Delivery – General

Distributor must use its best efforts to deliver a Back-Ordered Product to the applicable Customer no more than one day after Distributor receives the Back-Ordered Product from its supplier, even if the Customer is not scheduled for a regular delivery, or, if the Customer agrees, in the next regularly scheduled delivery. Distributor must neither (a) charge any Customer for the delivery of a Back-Ordered Product (including drop shipping fees from the Supplier or from another Distribution Center, etc.), nor (b) count any special delivery of a Back-Ordered Product as a regular delivery.

Back-Ordered Products Delivery – Special Delivery

If (a) a Product is Back-Ordered because of a third-party Supplier's delay, Customer and Distributor will mutually agree on the best delivery method upon Distributor's receipt of the Back-Ordered Product. If that agreed upon delivery method is special delivery, then Distributor may charge the Customer for the actual special delivery costs if (b) Distributor notified the Customer of the charge and the Customer agreed to accept the special delivery, and (c) those costs are listed as a separate line item on the invoice.

Shipping Details

The risk of loss of any Product does not pass to a Customer until the Customer accepts the Product. If any Customer requests overnight or expedited delivery (e.g., air freight, express delivery, etc.) for any Product, then Distributor (a) must ship the Product and prepay all shipping costs, and (b) may charge the Customer for the incremental costs of special handling if those costs are listed as a separate line item on the invoice. Upon any Customer's written request, Distributor must ship Products "freight collect" to the Customer using the carrier and billing information provided by the Customer. For purposes of clarification, incremental cost means the actual costs paid to the carrier for the shipment by Distributor beyond the cost of ground shipping, net of all discounts and rebates.

Warranty

Please refer to Exhibit F in the Attachments section.

Broadlane Customer Action Steps

The contract offers a single tier of pricing. A Letter of Participation (LOP) is required in order to access the agreement, however, any customer meeting its applicable LOC requirements under GM-543 as of the last day of its term will be treated as if it has executed an LOP under this agreement.

Attachments

Documents



[Exhibits A-1 and A-2 - Non-Capital and Capital Equipment and Services](#)



[Exhibit E - Returned Goods Policy](#)



[Exhibit F - Product Warranties](#)



[Exhibit G - List of Distribution Centers](#)



[Exhibit H - Form of LOP](#)



[Exhibit I - Scrap Film Recovery Services](#)



[Exhibit J - Dispute Resolution Procedures](#)

Contracting Process

As a part of its contracting process, Broadlane engages a number of committees whose members including customers - help develop the clinical criteria and business requirements to which the contract must adhere. This agreement was achieved through the efforts and cooperation of the members of two Broadlane committees: the Steering Committee and the Radiology Advisory Committee.

Market Overview

About the Awarded Supplier

Merry X-Ray is the largest distributor of medical imaging equipment, supplies, accessories and service in the United States. As the leader in medical imaging distribution, its capabilities extend far beyond supplying barium, film, chemistry, processors, darkroom accessories and other products essential to the radiographic area of the healthcare system. Merry X-Ray carries a variety of capital equipment and provides e-business leadership through its Web site. The company also delivers national distribution through its fleet of vehicles and network of distribution centers, comprehensive supply chain management and unparalleled service from its highly trained team of professional field service engineers.

The acquisition of SourceOne Healthcare Technologies in November of 2005 allows Merry X-Ray to touch all 48 Continental United States, Hawaii and Alaska, truly making Merry X-Ray the largest nationwide distributor.

National Market Share

Radiology distribution is a separate category from medical, surgical and pharmacy distribution because of the products represented and the associated services provided.

Medical imaging film (x-ray film) is the dominate product distributed through radiology distribution with the balance consisting of x-ray related consumables and imaging equipment services. Examples of x-ray related consumables include fixers, developers, chemistry, injectable contrast media, barium, and general radiology imaging accessories. Examples of services include imaging equipment maintenance, chemistry waste disposal, scrap film disposal and silver recovery. Radiology distributors also offer imaging equipment, but do not attempt to compete with the major OEM equipment manufacturers. Instead, radiology distributors tend to concentrate on service and small niche equipment that the OEMs do not find profitable.

Radiology distribution is a rapidly declining market and it is anticipated that the market will continue to decrease by 25% each year. The market decline is attributed to technology improvements where traditional wet film, which is chemically processed in a darkroom environment, is rapidly being replaced by Digital Radiography (DR) imaging, which does not use film.

Due to the high cost of new DR equipment, most imaging will transition first to Computed Radiography (CR). Computed Radiography is an intermediary step between wet film processing and true digital radiography. CR utilizes existing x-ray equipment to capture images which are then sent to a digital printer. The images can be printed using dry film, which does not require chemical processing in a darkroom environment, or directed to digital storage media.

The pace of conversion to CR and eventually DR is dependent upon technology advances driving DR prices down, image quality continuing to improve, and physicians becoming comfortable with filmless imaging. The appeal of electronic records (such as Picture Archiving Communication Systems (PACS)) is also a key factor driving the transition to DR.

In an effort to combat the declining use of film, radiology distributors will mostly likely revamp the breadth and value of imaging equipment services provided.

The available distributors in the radiology distribution services national market that are able to distribute product nationwide: NHD, Inc. and Merry X-Ray Chemical Corporation which acquired SourceOne Healthcare Technologies in 2005. Other distributors such as Capital X-Ray, Gulf Coast, Burrows, and Cardinal Health are also available in the radiology distribution services national market, however, these distributors are only able to distribute product regionally.

The size of the U.S. national market for radiology distribution services is estimated at \$749M and Broadlane customer volume is approximately 3.8% of the total national market at \$28.5M.

- Merry X-Ray has 73% of the Broadlane market at \$20.9M
- NHD has 27% of the Broadlane market at \$7.6M

Broadlane Market Share

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Contact Information**Primary Contacts:**

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mxrwyrick@erols.com

Secondary Contacts:

No Secondary Contacts Found

EXHIBIT A-1

PRODUCTS AND PRICING
Non Capital Equipment Products

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Film	Analog	Kodak	Box		Customer Net Pricing plus 5% distribution fee OR List Less 17% plus manufacturer's pass- through	Yes
Film	Wet Laser	Kodak	Box		Customer Net Pricing plus 5% distribution fee OR List Less 17% plus manufacturer's pass- through	Yes
Film	Dry Imaging	Kodak	Box		Customer Net Pricing plus 5% distribution fee OR List Less 16.5% plus manufacturer's pass-through	Yes
Film	Analog	Agfa	Box		Customer Net Pricing plus 5% distribution fee OR List Less 17% plus manufacturer's pass- through	No
Film	Wet Laser	Agfa	Box		Customer Net Pricing plus 5% distribution fee OR List Less 17% plus manufacturer's pass- through	No

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Film	Dry Imaging	Agfa	Box		Customer Net Pricing plus 5% distribution fee OR List Less 16.5% plus manufacturer's pass-through	No
Film	Analog	Konica	Box		Manufacturer's contract plus 5% distribution fee	No
Film	Wet Laser	Konica	Box		Manufacturer's contract plus 5% distribution fee	No
Film	Dry Imaging	Konica	Box		Manufacturer's contract plus 5% distribution fee	No
Film	Analog	Fuji	Box		Manufacturer's contract plus 5% distribution fee	No
Film	Wet Laser	Fuji	Box		Manufacturer's contract plus 5% distribution fee	No
Film	Dry Imaging	Fuji	Box		Manufacturer's contract plus 5% distribution fee	No
Barium	Barium	E-Z-EM	Case		Broadlane Agreement Plus 12%	Yes
SOME CHEMICAL PRODUCTS LISTED BELOW MAY NOT BE AVAILABLE IN ALL AREAS						
Chemicals Developer	3-7-90 Type S CADI-PAK (Item# 262889-2)	MXR/S1	Case	Makes 10 gallons	\$ 49.52/case	No
Chemicals Developer	Spectra Developer (Item# 252987-2)	MXR/S1	Case	Makes 10 gallons	\$ 50.96/case	No
Chemicals Developer	EZ Store and Pour Developer (Item# 414280)	MXR/S1	Case	Four (4) One Gal Bottles	\$ 36.24/case	No
Chemicals Developer	AUTEX RP BIPAK (Item# AP23014)	Allied	Case	Makes 10 gallons	\$ 55.69/case	No
Chemicals Developer	AUTEX SE (Item# AP23015)	Allied	Case	Makes 10 gallons	\$ 64.19/case	No
Chemicals	AUTEX KE BIPAK (Item#	Allied	Case	Makes 10	\$ 76.26/case	No

A-1-2

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Developer	AP23514)			gallons		
Chemicals Developer	T2 Developer (Item# 402855)	White Mountain	Case	Makes 10 gallons	\$ 61.00/case	No
Chemicals Developer	T2-UM Developer (Item# 403976)	White Mountain	Case	Makes 10 gallons	\$ 66.78/case	No
Chemicals Developer	T2-EX Mammo Developer (Item# 408557)	White Mountain	Case	Makes 10 gallons	\$ 66.78/case	No
Chemicals Developer	T2-AG Mammo Developer (Item# 407916)	White Mountain	Case	Makes 10 gallons	\$ 66.78/case	No
Chemicals Developer	Kodak RP (Items# 257805)	Kodak	Case	Makes 10 gallons	\$ 74.51/case	No
Chemicals Developer	Kodak MX (Item# 408865)	Kodak	Case	Makes 10 gallons	\$ 63.99/case	No
Chemicals Developer	Kodak EX-II (Item# 407915)	Kodak	Case	Makes 10 gallons	\$ 81.85/case	No
Chemicals Fixer	Spectra Fixer (Item# 253494)	MXR/S1	Case	Makes 10 gallons	\$ 28.59/case	No
Chemicals Fixer	3-7-90 BI-PAK (Item# 250473)	MXR/S1	Case	Makes 10 gallons	\$ 29.64/case	No
Chemicals Fixer	EZ Store and Pour Fixer (Item# 414281)	MXR/S1	Case	Four (4) One Gal Bottles	\$ 27.72/case	No
Chemicals Fixer	AUTEX SE (Item# AP23016 or Item# AP23016FS)	Allied	Case	Makes 10 gallons	\$ 33.11/case	No
Chemicals Fixer	AUTEX RP (Item# AP23116)	Allied	Case	Makes 10 gallons	\$ 33.15/case	No
Chemicals Fixer	T2 Fixer (Item# 401182)	White Mountain	Case	Makes 10 gallons	\$ 30.49/case	No
Chemicals Fixer	Kodak RP LO (Items# 269986)	Kodak	Case	Makes 10 gallons	\$ 43.13/case	No
Chemicals Fixer	Kodak MX (Item#	Kodak	Case	Makes 10	\$ 37.24/case	No

A-1-3

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
	408866)			gallons		
Chemicals Premixed Developer	3-7-90 Type S Dev PM (Item#262956PM)	MXR/S1	Gallon		\$ 4.84/gallon	No
Chemicals Premixed Developer	Spectra Dev PM (Item# 252196PM)	MXR/S1	Gallon		\$ 4.65/gallon	No
Chemicals Premixed Developer	Kodak RP Dev PM (Items # 1DK and 256617PM)	Kodak	Gallon		\$ 6.21/gallon	No
Chemicals Premixed Fixer	Spectra Fixer PM (Items# 256992PM and #409640PM)	MXR/S1	Gallon		\$ 3.05/gallon	No
Chemicals Premixed Fixer	Kodak MX Fixer PM (Item # 1FK)	Kodak	Gallon		\$ 3.02/gallon	No
Contrast Media	Contrast	Bracco			Distributor Cost Plus 5%	Yes
Contrast Media	Contrast	GE (formerly Nycomed)			Distributor Cost Plus 5%	No
Contrast Media	Contrast	Covidien (formerly Mallinckrodt)			Distributor Cost Plus 6.5%	No
Contrast Media	Contrast	Bayer (formerly Berlex)			Distributor Cost Plus 5%	Yes
Cassettes, Screens, Grids	Analog	Agfa, Kodak, Fuji, Konica, MXE, Reina Imaging			List less 16%	Yes - Kodak
Cleaning Supplies	Cleaner, Starter, Filters	All Manufacturers			Priced Locally	No
CT Injectors					Priced Locally	No
Dark Room Products	Logs, Racks, Blu-Ray Printer	Kodak, BarRay, Mueller Art			List less 11%	No

A-1-4

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Electronic Storage Media	Disks	Imaging Associates, The Tape Company			List less 14%	No
Film Filing and Mailing	Jackets, Labels, Inserts, Mailers	IFC			List less 21%	No
Film Storage	Cabinets	Techno-Aide			List less 20%	No
General Imaging Accessories	Viewers, grids, illuminators	All Manufacturers			Quoted upon request	No
Identification Markers					Priced Locally	No
Image Print Paper		Sony			List less 6%	No
LF Injectors					Priced Locally	No
Positioning Aids					Priced Locally	No
Protective Apparel/Clothing	Aprons, gloves, eyewear	Bar-Ray, ProGuard, ProTech Eyewear			Broadlane Contract or List less 16%	No
Quality Assurance	Phantoms & instruments	Fluke Biomedical, X- Rite, Inc., Gammex			List less 6%	No
Radiation Protection	Screens, barriers, drapes	Biodex, Nuclear Associates			Broadlane Contract or List less 16%	No
Radiation Therapy	Nuclear products	Soule Medical			List less 3%	No
Syringes					Priced Locally	No
Trays					Priced Locally	No
<u>Equipment</u>						
Processors	Processors	Kodak			Quoted locally	Yes
Processors	Processors	Agfa			Quoted locally	No
Processors	Processors	Fuji			Quoted locally	No

A-1-5

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Processors	Processors	Konica			Quoted locally	No
Processors	Refurbished Processors	Kodak			Quoted locally	No
Printers	Laser Printers (wet/dry)	Kodak			Quoted locally	Yes
Printers	Laser Printers (wet/dry)	Agfa			Quoted locally	No
Printers	Laser Printers (wet/dry)	Sony Film Station			Quoted locally	No
Digitizers	Film Digitizers	Kodak			Quoted locally	Yes
Digitizers	Film Digitizers (ProAdvantage)	Vidar			Quoted locally	No
Network Periphery Equipment	Monitors	US Electronics, Siemens, EIZO			Quoted locally	No
Network Periphery Equipment	Monitors	Barco			Quoted locally	No
Network Periphery Equipment	Dicom boxes	TIMS, North American Imaging			Quoted locally	No
Network Periphery Equipment	CD burners	Sorna,			Quoted locally	No
Network Periphery Equipment	Imaging Reading Station Fixtures	Ergotron (Adaptable and Upgradable)			Quoted locally	No
Network Periphery Equipment	Imaging Reading Station Fixtures	Anthro, AFP			Quoted locally	No
Silver Recovery		All Manufacturers			Quoted Locally	N/A
Chemistry Service	Cadi equipment service - cleaning, repairs, chemisrty premix, waste disposal	All Manufacturers			Quoted Locally	N/A
<u>Equipment Service</u>	PM, Repair, upgrades (where applicable)					

A-1-6

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
All service pricing based on 50 mile radius from MXR/S1 Distribution points. Facilities outside 50 miles negotiated locally						
Travel	Travel Rates				See service rates below	N/A
Regular Hours	Mon - Fri 7am - 5pm					
Call Out Charge	6pm - 7am				\$173.00 Flat Charge (in addition to service charges)	N/A
Premium Areas (PA)	NYC, Chicago, Boston, Los Angeles, San Francisco, San Diego, Philadelphia					
Preventive Maintenance	Regular Hours	Wet Processor Service			\$109.00 per PM	N/A
Preventive Maintenance	Regular Hours	Mammo Processor Service			\$132.00 per PM	N/A
Preventive Maintenance	Regular Hours	MultiLoader Service			\$161.00 per hour	N/A
Preventive Maintenance	Regular Hours	Laser Imager/X- Ray Service			\$213.00 per hour	N/A
Preventive Maintenance	Regular Hours	CR / DR Service			\$230.00 per hour	N/A
Preventive Maintenance	Regular Hours (PA)	Wet Processor Service			\$127.00 per PM	N/A
Preventive Maintenance	Regular Hours (PA)	Mammo Processor Service			\$150.00 per PM	N/A
Preventive	Regular Hours (PA)	MultiLoader			\$178.00 per hour	N/A

A-1-7

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Maintenance		Service				
Preventive Maintenance	Regular Hours (PA)	Laser Imager/X- Ray Service			\$242.00 per hour	N/A
Preventive Maintenance	Regular Hours (PA)	CR / DR Service			\$265.00 per hour	N/A
Preventive Maintenance	Overtime M-F	Wet Processor Service			\$164.00 per hour	N/A
Preventive Maintenance	Overtime M-F	Mammo Processor Service			\$198.00 per hour	N/A
Preventive Maintenance	Overtime M-F	MultiLoader Service			\$242.00 per hour	N/A
Preventive Maintenance	Overtime M-F	Laser Imager/X- Ray Service			\$319.00 per hour	N/A
Preventive Maintenance	Overtime M-F	CR / DR Service			\$345.00 per hour	N/A
Preventive Maintenance	Overtime M-F (PA)	Wet Processor Service			\$190.00 per hour	N/A
Preventive Maintenance	Overtime M-F (PA)	Mammo Processor Service			\$224.00 per hour	N/A
Preventive Maintenance	Overtime M-F (PA)	MultiLoader Service			\$267.00 per hour	N/A
Preventive Maintenance	Overtime M-F (PA)	Laser Imager/X- Ray Service			\$362.00 per hour	N/A
Preventive Maintenance	Overtime M-F (PA)	CR / DR Service			\$397.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours	Wet Processor Service			\$86.00 per hour	N/A

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Service Call / Hourly Charge	Regular Hours	Mammo Processor Service			\$98.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours	MultiLoader Service			\$161.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours	Laser Imager/X- Ray Service			\$213.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours	CR / DR Service			\$230.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours (PA)	Wet Processor Service			\$98.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours (PA)	Mammo Processor Service			\$109.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours (PA)	MultiLoader Service			\$173.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours (PA)	Laser Imager/X- Ray Service			\$242.00 per hour	N/A
Service Call / Hourly Charge	Regular Hours (PA)	CR / DR Service			\$245.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F	Wet Processor Service			\$129.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F	Mammo Processor Service			\$147.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F	MultiLoader Service			\$242.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F	Laser Imager/X- Ray Service			\$319.00 per hour	N/A

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Service Call / Hourly Charge	Overtime M-F	CR / DR Service			\$345.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F (PA)	Wet Processor Service			\$147.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F (PA)	Mammo Processor Service			\$164.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F (PA)	MultiLoader Service			\$262.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F (PA)	Laser Imager/X- Ray Service			\$362.00 per hour	N/A
Service Call / Hourly Charge	Overtime M-F (PA)	CR / DR Service			\$397.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends	Wet Processor Service			\$173.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends	Mammo Processor Service			\$196.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends	MultiLoader Service			\$295.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends	Laser Imager/X- Ray Service			\$426.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends	CR / DR Service			\$460.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends (PA)	Wet Processor Service			\$196.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends (PA)	Mammo Processor Service			\$219.00 per hour	N/A

A-1-10

Category	Sub-Category (if applicable)	Manufacturer	Sell Unit of Measure	Number of Eaches per Sell Unit of Measure	Discount / Rate / Price	Contracted by Separate Agreement
Service Call / Hourly Charge	Holidays/Weekends (PA)	MultiLoader Service			\$345.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends (PA)	Laser Imager/X- Ray Service			\$483.00 per hour	N/A
Service Call / Hourly Charge	Holidays/Weekends (PA)	CR / DR Service			\$529.00 per hour	N/A
Other Services	HIPPA Compliant Scrap Film Disposal				Available Upon Request	N/A

EXHIBIT A-2

PRODUCTS AND PRICING
Capital Equipment

Category	Sub-Category	Manufacturer	Product Description	Package UOM	Discount / Rate / Price	Contracted (On Separate Agreement)	Contract Number	Direct or Distr.?	Agreement Type	Category
Equipment - Capital	PACS	Viztek	OPAL RAD PACS	CONFIGURED BASED ON CUSTOMER NEEDS	25% OFF MXR LIST	N				
Equipment - Capital	PACS	ERAD	ERAD PACS	CONFIGURED BASED ON CUSTOMER NEEDS	25% OFF MXR LIST	N				
Equipment - Capital	PACS	FUJI	DR SYSTEMS PACS	CONFIGURED BASED ON CUSTOMER NEEDS	CONTRACT PRICE	Y	EF-107	DIRECT AND DISTR.	Non-Exclusive Multi-Source	Digital Radiography Products - Master Terms Agreement
Equipment - Capital	PACS	CARESTREAM	CARESTREAM PACS	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	PACS	AGFA	AGFA PACS	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	DR	CARESTREAM	DR 3500,7500,9500	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	Y	EC-129	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Digital Radiography Products - Master Terms Agreement
Equipment - Capital	DR	Del Medical	Del Medical	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				

A-1-1

Category	Sub-Category	Manufacturer	Product Description	Package UOM	Discount / Rate / Price	Contracted (On Separate Agreement)	Contract Number	Direct or Distr.?	Agreement Type	Category
Equipment - Capital	DR	Viztek	SMARTRAD	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	DR	CANON	CANON 50G, 50C, 60G, 60C	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	DR	20/20 IMAGING	CHIROPRACTIC , PODIATRIC DR UNITS	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	CR	CARESTREAM	CLASSIC, 975	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	Y	EC-128	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Computed Radiography Products - Master Terms Agreement
Equipment - Capital	CR	AGFA	30XE, 30X, 35, 85, DXS	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	CR	KONICA	NANO, XPRESS	CONFIGURED BASED ON CUSTOMER NEEDS	CONTRACT PRICE	Y	EK-116	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Computed Radiography Products - Master Terms Agreement
Equipment - Capital	CR	FUJI	CARBON, XG, SERIES	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	Y	EF-106	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Computed Radiography and Cassette Based Digital Mammography Products - Master Terms Agreement
Equipment - Capital	CR	CARESTREAM POC	POC - 120, 140, 360	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	Y	EC-129	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Digital Radiography Products - Master Terms Agreement

A-1-2

Category	Sub-Category	Manufacturer	Product Description	Package UOM	Discount / Rate / Price	Contracted (On Separate Agreement)	Contract Number	Direct or Distr.?	Agreement Type	Category
Equipment - Capital	CR	AGFA	CR CASSETTES with PLATES	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	CR	KONICA	CR CASSETTES with PLATES	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	Y	EK-116	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Computed Radiography Products - Master Terms Agreement
Equipment - Capital	CR	FUJI	CR CASSETTES with PLATES	CONFIGURED BASED ON CUSTOMER NEEDS	15% OFF MXR LIST	Y	EF-106	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Computed Radiography and Cassette Based Digital Mammography Products - Master Terms Agreement
Equipment - Capital	CR	CARESTREAM	CR CASSETTES with PLATES (CR500, CR850, CR950)	CONFIGURED BASED ON CUSTOMER NEEDS	15% OFF MXR LIST	Y	EC-128	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Computed Radiography Products - Master Terms Agreement
Equipment - Capital	REFURB	EASTERN DIAGNOSTIC IMAGING	REFURBISHED EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	REFURB	HUESTIS	REFURBISHED EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	REFURB	MEDICAL IMAGING RESOURCES	REFURBISHED EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	REFURB	VIRTUAL IMAGING	REFURBISHED EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				

A-1-3

Category	Sub-Category	Manufacturer	Product Description	Package UOM	Discount / Rate / Price	Contracted (On Separate Agreement)	Contract Number	Direct or Distr.?	Agreement Type	Category
Equipment - Capital	REFURB	CHICAGO MED EXCHANGE	REFURBISHED EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	USED	CHICAGO MED EXCHANGE	REFURBISHED EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	USED	MEDICAL IMAGING RESOURCES	PRE-OWNED EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	USED	BLOCK IMAGING	PRE-OWNED EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	MAMMO	Planmed	MAMMOGRAPHY EQUIPMENT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	CAD	Kodak CAD	CAD	CONFIGURED BASED ON CUSTOMER NEEDS	25% OFF MXR LIST	N				
Equipment - Capital	CAD	iCad (300 Series)	CAD	CONFIGURED BASED ON CUSTOMER NEEDS	25% OFF MXR LIST	Y	EI-113	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Mammography CAD Products
Equipment - Capital	CAD	iCad (700 Series)	CAD	CONFIGURED BASED ON CUSTOMER NEEDS	25% OFF MXR LIST	Y	EI-113	DIRECT AND DISTR.	Non-Exclusive, Multi-Source	Mammography CAD Products

A-1-4

Category	Sub-Category	Manufacturer	Product Description	Package UOM	Discount / Rate / Price	Contracted (On Separate Agreement)	Contract Number	Direct or Distr.?	Agreement Type	Category
Equipment - Capital	X-Ray	Universal - MedTech	RAD ROOMS	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	X-Ray	Del Medical	RAD ROOMS	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	PORTABLES	VIRTUAL IMAGING-RADPRO	PORTABLE X-RAY	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	PORTABLES	MINI-X-RAY	PORTABLE X-RAY	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	NETWORK PERIPHERY EQUIPMENT	EISYS, ANTHRO, AFP	WORKSTATIONS	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	NETWORK PERIPHERY EQUIPMENT	DEJARNETTE	DYSECT CT	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	REFURBISHED PORTABLES	EASTERN DIAGNOSTIC IMAGING	PORTABLE X-RAY	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	REFURBISHED PORTABLES	HUESTIS	PORTABLE X-RAY	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				

A-1-5

Category	Sub-Category	Manufacturer	Product Description	Package UOM	Discount / Rate / Price	Contracted (On Separate Agreement)	Contract Number	Direct or Distr.?	Agreement Type	Category
Equipment - Capital	REFURBISHED PORTABLES	VIRTUAL IMAGING	PORTABLE X-RAY	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				
Equipment - Capital	R&F	Villa (Apollo DRF, Vision R&F, Apollo R&F)	FLUOROSCOP Y	CONFIGURED BASED ON CUSTOMER NEEDS	20% OFF MXR LIST	N				

EXHIBIT E

DISTRIBUTOR'S RETURNED GOODS POLICY

Merry X-Ray/SourceOne does not allow returns on the following (unless shipped in error):

- (1) any products not purchased from Merry X-Ray/SourceOne;
- (2) any special or unique goods and any products purchased on a special order basis (this includes custom products and special order films, as designated by the film manufacturer);
- (3) any chemicals, cassettes, screens, grids, diagnostic materials, needles, syringes or sterile products (unless defective or covered under manufacturer's warranty);
- (4) equipment or single-use products already used, already outside of original packaging, or separated from original labeling and operating manuals;
- (5) any products that have been opened or damaged, or have missing or defaced labeling or packaging;
- (6) any products within nine (9) months of the expiration date as noted on the packaging; and
- (7) any products directly shipped from the manufacturer, unless Merry X-Ray/SourceOne can obtain a Return Authorization from the manufacturer prior to issuing a Return Sales Order to the Customer.

Credit will not be issued for product after 60 days from date of invoice.

All returned goods must be received at Merry X-Ray/SourceOne's local Distribution Center within thirty (30) days of the Return Sales Order date to be eligible for full or partial credit.

All returns are subject to a restocking charge of 25 percent (25%) of the original invoiced price except (1) goods damaged in shipment, (2) returns due to Merry X-Ray/SourceOne mis-pick, and (3) Defective Products returned under warranty. Customer paid freight and insurance for these returns will be reimbursed by Merry X-Ray/SourceOne. If feasible, Merry X-Ray/SourceOne will take the returned product at its next scheduled delivery.

The Customer is responsible for all freight and insurance in returning any products for any other reason to Merry X-Ray/SourceOne unless the product was shipped to the Customer in error by Distributor. If the Customer is unable to return the product, and Merry X-Ray/SourceOne is responsible for pickup of returned goods, a twenty five (25%) restocking fee of the original invoiced price will apply. If feasible, Merry X-Ray/SourceOne will take the returned product at its next scheduled delivery, with no additional charge to Customer.

It is understood that Customers will comply with all special packaging and labeling requirements of Merry X-Ray/SourceOne, consistent with applicable law and regulations.

NOTICE

ALL RETURNS OF PRESCRIPTION DRUGS (BARIUM, CONTRAST) ("RX PRODUCTS") MUST BE ACCOMPANIED BY ALL DOCUMENTATION REQUIRED UNDER STATE AND FEDERAL REGULATIONS. MERRY X-RAY AND/OR SOURCEONE WILL HAVE NO OBLIGATION TO ACCEPT FOR RETURN ANY RX PRODUCT THAT IS SUBMITTED FOR RETURN WITHOUT COMPLETE AND CORRECT DOCUMENTATION IN COMPLIANCE WITH SUCH REGULATIONS, AND SHALL HAVE NO LIABILITY OF ANY NATURE TO CUSTOMER OR THIRD PARTIES DUE TO ITS REFUSAL TO ACCEPT FOR RETURN ANY RX PRODUCT THAT LACKS REQUIRED DOCUMENTATION.

EXHIBIT F

DISTRIBUTOR'S PRODUCT WARRANTIES

Distributor provides specific warranties with respect to the Products it manufactures. All other Products are covered by warranty terms extended by the manufacturer(s) or supplier(s) of such products, copies of which are available from Distributor at Distributor's website, or upon written request. Distributor warrants that it will not misrepresent the quality, characteristics and performance of **Products** furnished to Broadlane Customers hereunder in its advertising or promotional materials. No other warranties are offered by Distributor with respect to any products purchased by Broadlane Customers hereunder. Distributor will provide notice of changes in warranty terms for Distributor-manufactured Products. All other Product warranties are subject to change without notice.

THE WARRANTIES REFERENCED HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF THE DISTRIBUTOR. DISTRIBUTOR NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSONS TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE PRODUCTS.

EXCEPT AS OTHERWISE PROVIDED IN SECTION III, OF EXHIBIT C DISTRIBUTOR SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR ITS SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE OR USE, OR DISTRIBUTOR'S PERFORMANCE UNDER THE CONTRACT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, OR ANY SIMILAR AND DISSIMILAR LOSSES, COSTS OR DAMAGES.

Nothing herein shall be construed as intended to relieve Distributor of liability for personal injury, death or property damage resulting from the proven negligence of its agents, employees, or servants or proven product defect.

EXHIBIT G
LIST OF DISTRIBUTION CENTERS

Merry X- Ray Corporation / SourceOne Healthcare Technologies, Inc.
BRANCH LOCATIONS BY STATE (as of 6-22-10)

State	S1/MXR	City	Address	Zip	Type	Phone	Fax
AZ	MXR	Phoenix	3645 Atlanta, Suite #1	85040	Branch Ofc	602.414.9729	602.414.9701
CA	MXR	Glendale (Los Angeles)	1422 Gardena Ave	91204	Branch Ofc	818.240.8370	818.240.5110
CA	MXR	Sacramento	1045 West National Dr #9	95834	Branch Ofc	916.928.0450	916.928.0453
CA	MXR	San Diego	4444 Viewridge Ave Suite B	92123	Branch Ofc	858.565.9923	858.565.9909
CO	MXR	Denver	1441 West Bayaud, #2-1	80223	Branch Ofc	913.599.4900	913.599.0172
FL	S1	Tampa	203 Kelsey Lane, Suite C	33619	Branch Ofc	800.635.9729	866.842.9089
GA	S1	Duluth (Atlanta)	2625 N Berkeley Lake Rd. #350	30096	Branch Ofc	800.635.9729	866.842.9089
HI	S1	Kaneohe	46-026 Alaloa Street, Suite F	96744	Branch Ofc	800.635.9729	866.842.9089
ID	S1	Boise	9530 Bethel Court, Suite A	83704	Branch Ofc	800.635.9729	866.842.9089
IL	S1	Machesney Park (Chi)	8101 Burden Road	61115	Branch Ofc	800.635.9729	866.842.9089
KS	MXR	Lenexa (Kansas City)	9825 Lackman Rd	66219	Branch Ofc	913.599.4900	913.599.0172
LA	MXR	Lake Charles	2090 Common Street	70601	Branch Ofc	337.494.1434	337.439.1149
MA	S1	Wilmington (Boston)	600 Research Drive	01887	Branch Ofc	800.635.9729	866.842.9089
MO	S1	Hazelwood (St. Louis)	604 Lambert Pointe Dr., Bldg C	63042	Branch Ofc	800.635.9729	866.842.9089
NC	S1	Charlotte	10405-K Granite St	28273	Branch Ofc	800.635.9729	866.842.9089
NE	S1	Omaha	13537 I Circle	68137	Branch Ofc	800.635.9729	866.842.9089
NY	S1	Clifton Park (Albany)	16 Corporate Drive	12065	Branch Ofc	800.635.9729	866.842.9089
NY	S1	Rochester	550 Mile Crossing	14624	Branch Ofc	800.635.9729	866.842.9089
NY	S1	Syosset, Long Island	315 Michaels Drive	11791	Branch Ofc	800.635.9729	866.842.9089
OH	MXR	Cleveland	4640 Hinckley Industrial Pkwy	44109	Branch Ofc	216.739.9599	216.635.3771
OK	MXR	Oklahoma City	4100 Will Rogers Pkwy #100	73108	Branch Ofc	405.947.7209	405.947.0620
OK	MXR	Tulsa	3685 South 73rd East Ave	74745	Branch Ofc	918.622.5117	918.663.1390
OR	MXR	Portland	1723 NW 24th Ave	97210	Branch Ofc	503.222.4722	503.222.4823
PA	MXR	Pittsburgh	1815 Parkview Drive Bldg 18	15205	Branch Ofc	412.787.8787	412.787.0771
PA	S1	Trevoise (Philadelphia)	4667 Somerton Road Suite E	19053	Branch Ofc	800.635.9729	866.842.9089
TN	S1	Memphis	5805 Advantage Cove, Ste. 101	38115	Branch Ofc	800.635.9729	866.842.9089
TX	MXR	El Paso	11831 Miriam Ste A8	79936	Branch Ofc	915.629.9815	915.629.9650
TX	MXR	Dallas (Grand Prairie)	1330 Post & Paddock Rd, #500	75050	Branch Ofc	469.733.1600	469.733.1614
TX	MXR	Houston	3615 Willowbend Blvd #400	77054	Branch Ofc	713.666.6555	713.666.7827
TX	MXR	San Antonio	11815 Starcrest Dr.	78247	Branch Ofc	210.494.3438	210.494.4542
UT	S1	Salt Lake City	3669 West 800 South	84104	Branch Ofc	800.635.9729	866.842.9089
VA	MXR	Virginia Beach	549 Progress Lane, Suite 104	32454	Branch Ofc	757.430.1499	757.430.1099

EXHIBIT H
FORM OF LOP

Broadlane Letter of Participation ("LOP")

for the

Agreement for Radiology Distribution Services between The Broadlane Group, Inc. ("Broadlane") and Merry X-Ray Chemical Corporation/SourceOne Healthcare Technologies, Inc. ("Distributor") (the "Agreement")

Broadlane Contract Number: **GM-799**
Agreement Effective Date: **January 1, 2011**
Product Category: Radiology Distribution Services ("Products")
Pricing Effective Date: _____
Customer Information: _____ ("Customer")

1. Participation. The execution of this Letter of Participation ("LOP") constitutes the Customer's agreement to participate in the Agreement. All capitalized terms not defined in this LOP have the meanings given to them in the Agreement.

2. Term. This LOP expires upon the expiration or earlier termination of the Agreement.

3. Freight Terms.

a. Delivery to Locations Within 50 miles. Freight terms are based on one (1) scheduled delivery per week at no charge for Customers located within 50 miles of a Distributor distribution center and for facilities on the main island of Oahu, Hawaii. Actual freight will be prepaid and added to the invoice as a separate line item for those shipments overseas to Alaska, Puerto Rico, or any of the other Hawaiian Islands. Customers located within 50 miles of a Distributor distribution center will be charged a \$25 delivery fee, per delivery, for Products delivered outside of the scheduled delivery if delivered via Distributor's company vehicle, and actual freight charged if delivered in a non-company vehicle. If possible, Customer will be informed in advance of the freight charge for deliveries made in non-company vehicles.

b. Delivery to Locations Beyond 50 miles. Customers located beyond 50 miles of a Distributor distribution center will be charged a \$25 delivery fee, per delivery, for all Product deliveries in Distributor's company vehicle, or actual freight will be charged if delivered in a non-company vehicle. Distributor will add the delivery fee to the invoice as a separate line item. If possible, Customer will be informed in advance of the freight charged for deliveries made in non-company vehicles.

The Customer agrees that it will be bound by and will comply with all applicable provisions of the Agreement, which are incorporated by reference.

CUSTOMER

SUPPLIER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Send to Broadlane: LOCAdmin@Broadlane.com or fax to: 972.813.8722

Send to Supplier: Kathy.Twarogowski@merryxray.com or fax to: 440.701.1279

EXHIBIT I

SCRAP FILM RECOVERY SERVICES

Distributor will offer to Broadlane Customers Scrap Film Removal Services, priced locally.

Merry X-Ray/SourceOne will help coordinate:

- Yearly facility film purges
- Removal of small amounts of film that have been collecting in departments
- Removing your old film no longer needed due to digital conversion
- We supply barrels and remove the barrels
- We will properly process the scrap film in compliance with HIPAA requirements
- We coordinate with you for a convenient pick up time.

For More Information Call 1.800.635.9729

Merry X-Ray/SourceOne and its refineries are HIPAA-compliant.

EXHIBIT J

DISTRIBUTOR'S DISPUTE RESOLUTION PROCEDURES

Merry X-Ray/Source One's Dispute Resolution Procedure primarily addresses price disputes, which account for more than 80% of Distributor-Customer disputes. An analogous procedure with gradual escalation will apply to non-pricing disputes between Distributor and Customer.

1. Customer notices a pricing discrepancy.

*Pricing discrepancies could be a result of incorrect Distributor pricing or Supplier contract pricing.
2. When an invoice is received and a discrepancy is noted, the Customer calls the SourceOne Customer Express Department or the appropriate Merry X-Ray Branch and identifies the discrepancy.
3. Customer Express will contact the Pricing Department.
4. Pricing and the Merry X-Ray Branch will work with the Strategic Accounts Department to identify whether the Distributor pricing is incorrect.
5. Pricing will also work with the Rebate Department to make sure correct contracts are loaded. The Rebate Department and Merry X-Ray Branch will contact appropriate Suppliers to verify contracts for the Customer.
6. Once this has been completed, Merry X-Ray/SourceOne will contact the Customer with resolution of the issue, including whether credits will be issued.

If the above procedure is not followed, or the Customer is not satisfied, the Customer may contact Broadlane.

7. Broadlane will then contact Merry X-Ray/SourceOne by contacting Kathy Twarogowski and/or Loretta Yuschik at Kathy.twarogowski@merryxray.com or Loretta.yuschik@merryxray.com for resolution. They will also follow the above steps.
8. If Broadlane is still unsatisfied with the response, it may contact Ron Wyrick, Vice President, at mxrwyrick@erols.com for senior management attention.

(Note: In the worst case, it could take up to two weeks to process a credit.)

If, after completing this process, Broadlane and Merry X-Ray/SourceOne are still unable to resolve the Dispute, then the dispute may be submitted to arbitration pursuant to Section IV of Exhibit C.